

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by and between Glenbrook High School District No. 225 ("District 225") and the Village of Northbrook, an Illinois home rule municipality (the "Village") (collectively, District 225 and the Village are the "Parties"), and is dated _____, 2014.

Recitals

WHEREAS, District 225 operates Glenbrook North High School ("GBN"), which is located at 2300 Shermer Road, Northbrook, Illinois (the "GBN Building"; the GBN Building and the surrounding campus are collectively the "District 225 Facilities");

WHEREAS, the Village provides District 225 with emergency services, including police, fire, and paramedic services as such are needed from time to time;

WHEREAS, District 225 has caused fixed video surveillance cameras (the "Cameras") to be installed throughout the District 225 Facilities to aid in the safety and security of GBN students, staff, and property;

WHEREAS, the Cameras have the capability to share live streaming video from the District 225 Facilities with the Village's Public Safety Dispatch Center and certain of the Village's police, fire, and paramedic vehicles;

WHEREAS, the Parties recognize that during an "Emergency Situation," as defined below, the Parties would derive substantial benefit from the ability to share information quickly from live streaming video from the Cameras with the Village's First Responders, allowing critical decisions to be made using real time awareness of such a situation;

WHEREAS, the Parties recognize that certain privacy concerns exist, and that the Village's access to the Cameras should be limited to Emergency Situations during which access would enhance the Village's response to such situations, and to necessary maintenance, testing, training, and evaluation related to supporting such access; and

WHEREAS, the Parties have agreed to the terms of this MOU to satisfy each of the foregoing interests and concerns.

NOW, THEREFORE, in consideration of the mutual undertakings herein set forth, and for other good and valuable consideration, it is agreed as follows:

1. The foregoing Recitals are made a part hereof and incorporated into this MOU.

2. For purposes of this MOU, the following terms shall be defined as follows:
 - (a) "Emergency Situation" means a situation that poses an imminent threat to the life, safety, health, or property of District 225, its students, its staff, and other occupants of a District 225 Facility, including, without limitation, hostage-taking, fire, terrorism, threatened or actual use of firearms or other potentially deadly or seriously injurious weapons, and health-related emergencies. An Emergency Situation commences when the Village receives a signal, alarm, information, or request that necessitates a response to the Emergency Situation and does not terminate until all Village police, fire department, and paramedic personnel assigned to respond to the Emergency Situation have departed from the District 225 Facilities.
 - (b) "First Responder" means a police, fire, or paramedic employee of the Village who responds to an Emergency Situation at a District 225 Facility.
3. District 225 shall share live streaming video from the Cameras with the Village (the "Sharing System") only in the following circumstances:
 - (a) Village-Initiated Sharing with Reporting to District 225: In an Emergency Situation in which a Village Authorized Official determines in his or her sole discretion that the Sharing System will be of benefit to the First Responders, the Village may, with authorization from a Village Authorized Official, use the Sharing System for the duration of the Emergency Situation. If the circumstances in the foregoing sentence occur, the Village shall provide the Superintendent of District 225 (the "Superintendent") with written notice said activation no later than twenty-four (24) hours after activating the Sharing System. The written notice to the Superintendent will include the time, duration, and basis for the activation.
 - (b) Village-Initiated Sharing with Pre-Approval by District 225: In an Emergency Situation in which the Village determines in its sole discretion that the Sharing System will be of benefit to its First Responders, the Village may, upon receiving either oral, written, or electronic pre-approval from a District 225 Contact Person, use the Sharing System for the duration of the Emergency Situation without making further reports to District 225.
 - (c) Maintenance, Training, Testing, and Evaluation: The Village may activate the Sharing System for the purpose of conducting maintenance, training, testing, and evaluation of the Sharing System (collectively, the "System Support Activities") after providing prior notice to, and upon receiving prior written approval from, (i) the Superintendent, and, (ii) if such System Support Activities involve the GBN Building, and/or the respective surrounding campus, the Principal(s) or a District 225 Contact Person of the affected School(s). Such notice will include the names of the Village employees who will be involved in the System Support

Activities, the date, time, and duration of the System Support Activities, and a brief description of the nature, extent, and justification for the System Support Activities. The Village may not conduct System Support Activities without District 225's prior written approval. District 225 will only authorize the conduct of System Support Activities at times and in the manner that will protect the reasonable privacy expectations of District 225's students and staff.

4. For purposes of this MOU, District 225 shall designate no fewer than four (4) persons ("District 225 Contact Persons"), who shall include the Superintendent and the Principal of GBN. Each District 225 Contact Person shall review this MOU and thereafter shall have the authority to authorize use of the Sharing System by the Village as described herein. District 225 shall make available to the Village's Public Safety Dispatch Center contact information for each of the District 225 Contact Persons, including cellular and home telephone numbers as well as electronic mail addresses for each. At least one of the District 225 Contact Persons shall be available to authorize use of the Sharing System on a 24-hours-per-day / 365-days-per-year basis. District 225 shall advise the Village of any change in a District 225 Contact Person or in contact information for any such Contact Person no later than seven (7) days after such change.
5. For purposes of this MOU, the Village shall designate certain Village officials ("Village Authorized Officials"), who shall include the Village's Police Chief, Deputy Police Chief, Fire Chief, and Deputy Fire Chief, and any officer supervising either the Police Department or Fire Department when the respective Chief and Deputy Chief are not available. Each such Village Authorized Official shall review this MOU and thereafter shall have the authority to grant authorization for the use of the Sharing System as described in subparagraph 3(a) of this MOU. The Village shall make available to District 225 contact information for each Village Authorized Official, including cellular telephone numbers and electronic mail addresses for each. At least one of the Village Authorized Officials shall be available to authorize use of the Sharing System as described in subparagraph 3(a) of this MOU on a 24-hours-per-day / 365-days-per-year basis. The Village shall advise District 225 of any change in a Village Authorized Official or in contact information for any such Authorized Official within seven (7) days of such change.
6. Upon execution of this MOU, the Parties shall promptly undertake such measures as are necessary to facilitate use of the Sharing System, and shall work cooperatively to make the Sharing System available to the Village as soon as practicable. The Parties shall each bear their own expenses related to the Sharing System.
7. This MOU may be terminated by either Party upon 14 days' written notice to the other Party.
8. This MOU may be signed in counterparts, with the same legal effect as though each Party executed a single document.

THE VILLAGE OF NORTHBROOK, an Illinois
home rule municipality

GLENBROOK HIGH SCHOOL DISTRICT
NO. 225

By: _____

By: _____

Attest:

Name: _____

Title: _____